FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
3RD FLOOR AND FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.
(Website: www.fssai.gov.in

No. 21-02/GA/2009-2012/FSSAI

TENDER NOTICE

OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION AT FDA BHAWAN, NEW DELHI

Sealed tenders in double bids system (TECHNICAL BID AND FINANCIAL BID) are invited, on behalf of Food Safety & Standards Authority of India from reputed and experienced firms in the prescribed format for OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION at FDA Bhawan, New Delhi.

Tender document (non-transferable) containing detailed specification, terms & conditions and Pre-qualification criteria etc. can be obtained on payment of cost of tender Rs. 500/- (non-refundable) in the form of Demand Draft drawn on any Nationalized Bank in favors of Senior Accounts Officer, FSSAI New Delhi from office of FSSAI at FDA Bhavan, Kotla Road, New Delhi 110002. Alternatively, the tender document can be downloaded from the website: www.fssai.gov.in . and payment towards cost of the tender in such cases should be submitted along with the Technical bid in the form mentioned above.

Address for communication: Director (A), Food Safety and Standards Authority of India 3rd Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

The interested agencies are require to submit tender document, technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “financial Bid” should be placed in a third sealed cover superscribed “Tender for OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION AT FDA BHAWAN, NEW DELHI” and should reach FSSAI, New Delhi on or before 18.12.2012 by 1500 hrs.

FSSAI reserves the right to accept or reject any tender or all the bids without assigning any reason.

Director (S&A)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
TENDER FOR OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION AT FDA BHAWAN, NEW DELHI

Sealed tenders are invited from experienced and reputed firms/agencies/contractors in the prescribed format for operation of, 155X3 HVAC Systems, AHU, Chiller Tower, 500 KVA DG Set and Electrical installation accessories installed at FDA Bhawan.

The bidders are required to visit FSSAI office at FDA Bhawan, Kotla Road, New Delhi to see the actual installations to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be deemed that the bidder has seen and understood the complete work involved in the building, no dispute on the same shall be accepted.

2. Pre-qualification Conditions:-

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant’s experience, personnel and financial position, as demonstrated by the Applicant’s responses in various forms attached along with the Letter of Application (Annexure – G).

2.2. The Applicant has to meet the following minimum criteria for pre-qualification:

(a) Average annual financial turnover for related works during the last three years ending March 31st, 2012 should be at least 30% of the estimated cost i.e. Rs 7.00 lakh (Fill enclosed ANNEXURE – A).

(b) Experience of having successfully completed similar works during five years ending last day of month previous to the one in which applications are invited i.e March 31st, 2012 should be either of the following:

   (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs 10.00 lakh.

   Or

   (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs 15 lakh.

   Or

   (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs 20 lakh.
(c) Definition of “Similar Works” i.e. The Firm/ Agency/ Contractor should have rendered their services for maintenance of similar works i.e. operation of 3X155 TR HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION etc. in a premise including electrical panels, power supply, lighting TOWER, earthing TOWER and lighting protection etc, during last five years for any government sector or large reputed Private Sectors enterprises satisfactorily. Necessary relevant document to this effect are to be enclosed (Fill enclosed ANNEXURE - B).

(d) Should have a valid license of Selected Contracts from appropriate Government Authority to carry out such Electrical/ air-conditioning works.

2.3 Copy of PAN/TIN No., Service Tax No., Income Tax Clearance Certificate to be furnished/enclosed. Firm’s Registration Certificate and Valid Electrical License/Electrical Competence Certificate to be furnished/enclosed (Fill in ANNEXURE - C).

2.4 Personnel Capabilities: The Tenderer must have suitably qualified and experienced personnel to execute the contract (Fill in ANNEXURE - D).

2.5 Minimum Manpower Requirement:

<table>
<thead>
<tr>
<th>SI. NO.</th>
<th>Manpower</th>
<th>Shift of Operation</th>
<th>Qualifications</th>
<th>Work Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor</td>
<td>A</td>
<td>Diploma Holders in Electrical/Mechanical Engineering or possess certificate of competency for the work</td>
<td>At least five years experience of carrying out similar work</td>
</tr>
<tr>
<td>2</td>
<td>DG/Electrical Operator</td>
<td>1</td>
<td>ITI certificates/valid license issued by competent authority</td>
<td>At least two years after acquiring professional qualification</td>
</tr>
<tr>
<td>3</td>
<td>HVAC/AHU/Pump Operator</td>
<td>-</td>
<td>ITI certificates/valid license issued by competent authority</td>
<td>At least two years after acquiring professional qualification</td>
</tr>
<tr>
<td>4</td>
<td>Helper</td>
<td>-</td>
<td>10th standard, knowledge of electrical/HAVAC</td>
<td>At least two years after acquiring professional qualification</td>
</tr>
</tbody>
</table>

The rates quoted shall be inclusive of cost towards deployment manpower. Bidders may suggest additional manpower, if required, by visiting the site and assessing the scope of work. The employees deployed shall wear neat/clean/washed uniforms with visible identification badge.
3. Sale of Tender:

3.1 Nontransferable tender document containing requirements, terms, conditions and technical specifications etc. can be obtained from the office of FSSAI at 3rd Floor, FDA Bhavan, Kotla Road, New Delhi 110002 on all working days from the date of release of advertisement on a written request on the letterhead of the firm and on payment of Crossed demand Draft/Banker’s cheque (non refundable) of Rs.500 (Rupees Five Hundred only) in favour of the Senior Accounts Officer, FSSAI payable at NEW DELHI as Tender Fee. The tender document can also be downloaded from the FSSAI website (www.fssai.gov.in), Tender Fee can be deposited along with the technical bid. **Tender/Bid received without tender fee is liable to be rejected.**

3.2 Before buying the tender document, Tenderer should see the document for details of the tender conditions and pre-qualification criteria in their own interest at our website which will be available from the date of publication of tender notice in leading newspapers.

4. Earnest Money Deposit (EMD):

The Tenderer is required to deposit Demand Draft of Rs.50000.00 (Rupees Fifty thousand only) in favour of the Senior Accounts Officer, FSSAI, payable at New Delhi as **Earnest Money Deposit (EMD)** along with original tender document for this work. EMD will be returned to the unsuccessful tenderer after award of the contract. No interest shall be paid by FSSAI on EMD. Further, on award of the contract, a security deposit of an amount equivalent to **10% of the total annual contract value in the form of Bank Guarantee (ANNEXURE - E) or in the form of Demand Draft/Pay order** in favour of the Senior Accounts Officer, FSSAI, payable at New Delhi (**Both valid for a period more than two months over the expiry of contract period**) from any Nationalized Bank shall be deposited with FSSAI as **Contract Performance Guarantee** which shall be refunded within two months after date of expiry / completion of the contract. After depositing the amount of the security deposit, the EMD amount would be released to successful Tenderer. In the event of the contractor failing to comply with any provision of the contract the security deposit shall stand forfeited.

5. The complete tender is to be submitted using three sealed envelopes containing following documents:

5.1 TECHNICAL– BID (Envelope No.1):-

(a) The tender document in original including the **unfilled PRICE-BID proforma (ANNEXURE - F)** duly signed and stamped as a token of acceptance, along with disagreement if any, for particular tender conditions in a separate sheet (ANNEXURE - G).

(b) Documents as mentioned in pre-qualification conditions at 2.2, 2.3 and 2.4 including attested copies of Registration Certificate, PAN/TIN No., Service Tax No., experience certificates of carrying out similar nature of work, latest ITC certificate, balance sheets/audited statements of accounts or any other relevant document to prove the annual turnover is as per pre-qualification condition.
(c) 2.3 and 2.4 including attested copies of Registration Certificate, (c) A crossed demand Draft of Rs. 50,000.00 (Rupees Fifty Thousand only) in favour of the Senior Accounts Officer, payable at NEW DELHI, from any nationalized Bank, as Earnest Money Deposit (EMD).

(d) The tender document in original including the unfilled PRICE-BID proforma (ANNEXURE - F) duly signed and stamped as a token of acceptance, along with disagreement if any, for particular tender conditions in a separate sheet (ANNEXURE-G).

5.2 PRICE - BID (Envelope No. 2):-

Duly Filled PRICE-BID as per proforma given in the tender document at ANNEXURE - F shall be submitted separately in Envelope No.2. Conditional price bid shall be summarily rejected.

5.3 Submission of Bid (Envelope No.3):-

The Envelopes No.1 & 2 shall be sealed separately and should be placed in a third envelope which also shall be sealed and duly super-scribed as “TENDER FOR OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION AT FDA BHAWAN, NEW DELHI”.

5.4 The last date of submission of bid is 18.12.2012 3.00 PM. Late or delayed tenders shall not be accepted under any circumstances.

6. Opening of Bids:

6.1 The TECHNICAL-BID (Envelope No.1) shall be opened first on 18.12.2012 at 4PM as mentioned in the tender notice in which the tenderer or his representative can participate. The PRICE-BID (Envelope No.2) will be opened only of those qualified tenderer whose TECHNICAL-BID is found to be in order. Such technically qualified tenderer shall be intimated about date and time for opening of price bid (envelope No.2) by fax/telephone/Email.

6.2 Successful firm/agency/contractor will be intimated and the contract agreement will be entered into initially for a period of one year. The preparation of the contract agreement with proper seal and signature etc. would be done by the tenderer in consultation with FSSAI.

6.3 Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the FSSAI shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the FSSAI shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on accounts of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
6.4 **Subletting** - The contract shall not be assigned or sublet if found that contractor has been subletting, EMD shall be forfeited.

6.5 **Validity of the bid** Bids shall remain valid for 180 days after the date of bid opening prescribed by FSSAI. FSSAI shall reject a bid valid for a period shorter than 180 days as non-responsive bid.

6.6 The firm is also required to submit the price break of manpower and other major works as mentioned in the tender along with price-bid. (The minimum wages should be followed for respective manpower).

7 **Right to accept any tender and to reject any or all tenders:**

The FSSAI reserves the right to accept or reject any tender, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for FSSAI action.

8 **Payment:**

8.1 Contractor will submit monthly Pre Receipted (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and Service Tax (if applicable). Copy of attendance sheet, copy of wages sheet etc. FSSAI will make payment to the contractor within one month after receipt of the bills after deduction of applicable taxes/TDS etc.

8.2 If the checklist, log sheets and instructions of FSSAI does not show proper compliance of works to be done by the contractor as per schedule; FSSAI will make suitable deduction from the contractor’s bills. If the contractor fails to maintain the operation of services as per contract, in such event FSSAI will deduct actual cost incurred on this work plus 5% extra for departmental service charges.

8.3 In case of short deployment of manpower as given in the contract FSSAI will make suitable deduction from the bills on the basis of minimum wages as applicable.

8.4 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output. The staff at site will be in uniform with identity card provided by the contractor. The colour of uniform will be decided by FSSAI.
Applicable Law:

10.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Centre. FSSAI shall have no liability whatsoever in any manner. The Contractor has to show the proof of payment of fair wages to his workers as and when asked for the same by FSSAI.

10.2 Minimum wages are to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Resolution of Dispute:

All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the contractor out of the panel of three persons nominated by FSSAI, and his decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

Force Majeure:

11.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.

11.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the contractor/service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

11.3 If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the FSSAI in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force measure event.

General:

The FSSAI is situated at FDA Bhawan, Kotla Road, New Delhi-110002. The Power Supply to FSSAI campus is provided from BSES. Incoming power supply has been taken to the HT Switch gear room through underground buried cables. There is a provision of in-house generation of power through Diesel Generating set to meet the requirement due to non-availability of grid power.
13 Terms and Conditions of Agreement:

13.1 The Operation work of DG Set, HVAC, AHU, Chiller Tower pumps etc. and Electrical installations at FSSAI will be initially awarded for a period of one year and may be extended further for one more year based on satisfactory performance and will be decided at the discretion of the competent authority.

13.2 The work shall be done as per standard specification of Bureau of Indian Standards, other National /International Standards, IE rules and statutory requirement of Govt. of India as may be applicable at the work site from time-to-time.

13.3 Any additional work/equipment or technical requirement not mentioned in the scope of work but required to make the TOWER operative shall be procured from the market and reimbursed along with the overheads quoted in the offer of the bidder.

13.4 All the manpower deployed shall work on all working days in the year. Manpower deployed in shifts shall not leave unless reliever arrives at the site and relieves the staff. The safety of the personnel deployed at FSSAI will be the sole responsibility of the bidder and in no case FSSAI will be held responsible for any accident.

13.5 Where the proper execution of the work depends upon the performance of the other agencies or where the bidder considers that his work is being unreasonably interrupted by the activities of the other agencies he shall notify to FSSAI immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the prevailing conditions.

13.6 All work shall be carried out to the satisfaction of the supervising personal of FSSAI. Any work found to be carried out without the approval of the supervising personnel (FSSAI) or work which is considered to be unsatisfactory and of poor quality of workmanship, shall be rectified by the bidder without any additional cost to FSSAI.

13.7 Work permits shall be issued while giving shut downs to other agencies/deputing the persons for carrying out job taking full care of safety and security of equipment and personnel. Records of issue of work permits and their release shall be maintained.

13.8 Care shall be taken not to expose panels, static converters and sensitive electronic equipment to undue vibration during handling.

13.9 Care shall be taken so that during welding and/or high voltage testing, current does not pass or voltage do not appear across terminals/components either directly or otherwise which may cause damage to them.

13.10 The bidder shall complete and fulfill all formalities with the statutory authorities having jurisdiction in the area.

13.11 The bidder shall attend review meetings and all other meetings called by the FSSAI.
13.12 The bidder shall provide the monthly progress report in duplicate. The report shall clearly define all major activities completed during the previous month and identify programs that are proposed to be undertaken in coming month etc. The report format shall be finalized after discussion with the supervising personnel (FSSAI).

13.13 In case of non-deployment of manpower and/or service is not provided to the satisfaction of FSSAI, FSSAI reserves the right to rectify the problem through other agency at the risk and cost of the bidder and suitable amount shall be deducted from the payment of the bidder.

13.14 Assessment of performance will be ascertained by mutually agreed terms and conditions separately on the outcome of services. Based on this mutually agreed verifiable indicator performance assessment, the liquidated damages or termination of contract as per the stipulations in contract will be applicable. The bidder is liable to perform all the work mentioned at “Scope of Work” in the tender document.

13.15 The agency shall be solely responsible for compliance to the various and statutory provision of labour law, Industrial law such as wages allowance bonus, compensation, EPF, Gratuity, ESIC etc. and maintained necessary record as required under Labour Act/Law. The agency shall be responsible for insurance of its employees/work force and also provided proper uniform.

13.16 The bidder shall all the time keep all the permissions and License required for work under the tender alive from the concerned authorities. In case any of them expired before the end of the bidder terms then it shall indemnify FSSAI for the same.

14 **Scope of Work:**

The scope of work/services to be provided by the bidder shall be inclusive of the following but not limited to:-

14.1 Setting up furnished office/storage facilities at space provided by FSSAI for manpower, drawings, documents, tools and tackles, spares etc. The details of the equipment under the scope of work is given in Annexure H.

14.2 Transport facilities for attending the work, arranging resources, coordinating with concerned official of FSSAI, Power and Water Supply Authorities/State Administration and meeting emergencies round the clock.

14.3 Contacting maintenance agency for attending breakdowns, faults and restoring the operation of DG SET, HVAC SYSTEM, and AHU, Chiller Tower, pump etc. and Electrical installation within minimum possible time. The shall also be responsible for maintenance and operation of main chilling plants, ducting, AHUs, and blowers tunnels for proper maintenance of desired environmental conditions in all rooms and corridors.

14.4 Contractor will run the boiler for maintenance of temperature and humidity as and when required.
14.5 The agency contractor will be strictly responsible to the true intent of the Operation and Maintenance of system in regard to workmanship and the diligent execution of the work.

14.6 The contractor must strictly ensure the proper quality of work by deploying suitable technically qualified persons. A log book should be maintained for the purpose and contractor must obtain the signature of the officer in charge in FSSAI daily in respect of individual works undertaken.

14.7 All material and consumable and spares required will reimburse on actual or alternatively FSSAI may procure materials directly through suppliers. The old parts will be handed over to the FSSAI. Material request will be raised in advance with prior approval from FSSAI. The contractor shall, if required to maintain inventories, shall make efforts to reduce inventory levels.

14.8 The contractor shall give or provide all necessary constant and whole time superintendence during the execution of the work.

14.9 The contractor will be responsible for the safe storage of the material issued to him. Any pilferage by him or his worker will be recovered from him and will also be debarred carrying out any work in the Authority in future.

14.10 FSSAI has in addition to centralized HVAC, 10 numbers of Split AC ranging from 1.5 to 2 Tons capacity. These Split units need to be maintained and serviced at regular intervals. It is the responsibility of the bidder to rectify all faults encountered with these units including top-up of gas and replacement of spares.

14.11 Bidder shall note that the equipments of FSSAI are to be operated at the rated parameters as per the drawing and documents available with FSSAI and the performance test.

14.12 Co-ordination with Power/Water Supply Authorities/Telephone Authority /Statutory Authorities/State Administration and other agencies working in the area/having jurisdiction in the area.

14.13 Watering of earth electrodes checking earth resistances and checking earth continuity periodically every six month and the report should be made available to FSSAI.

14.14 Oiling, greasing, lubricating and cleaning all the rotating equipment, valves, fittings and mechanical equipments etc. as per instruction of Operating Manual and Schedules. In case the bidder is advised to provide the material the bidder shall be paid cost of material on actual basis.

   (i) De sealing of AC TOWER before the season and also as per requirement/chemical cleaning of AHU condensers and other related equipment as per requirement and manual.

   (ii) Electrical Panel servicing and proper maintenance.

14.15 Instruction for deployment of manpower on all days, holidays, weekly off days and beyond normal working hours, etc. shall be entered in the log book. Weekly holidays
and working beyond office hours is the bidder’s programme. As for FSSAI is concerned, the deployment should be uniform throughout.

15    **Time schedule and periodicity of work of the AC plant during AMC.**

15.1  Work to be carried out monthly:-

   a) Cleaning of filters of all the units of air conditioning plant to conserve the energy and checking of current drawn by AC to know the healthy condition.

   b) Servicing of the boiler, Air Handling Units, pump and motors, cooling towers, compressor etc. under the contract and checking for their proper functioning and submitting the report on fortnightly basis.

Note: Repairing/Correction etc. should be done immediately if on inspection any defect is found.

16    **Work to be carried out on quarterly.**

All works to be carried out as carried out in monthly schedule above and

   a) Oiling of blower motor and other parts of the AC plant and all the air handling units ensuring that it is not abnormally heated up and walls remains working condition.

   b) Checking of thermostat limits for proper temperature control, in case found defective to be replaced with new one.

   c) Tightening of all electrical connections.

17.    **Works to be carried out yearly.**

   a) All the works to be carried out as carried out in monthly as well as quarterly schedule above, and

   b) Planting of AC unit, chilling tower and pipe line etc. in complete including cover of the machine with synthetic enamel.

   c) Washing and cleaning: The contractor shall clean and wash any particular unit if required, one or more times.

Note: If for the above maintenance, any or all material, tools plants, instruments, etc. needed are to be arranged by the contractor at his own cost. FSSAI will not provide anything to the contractor including consumable or non-consumable parts.

18.    Service of the AC Plant including chilling tower and other accessories and AHU etc. is to be periodically carried out. During the 1st servicing minor repairing of body and cover and painting is to be done. After that painting is to be done on 4th quarterly servicing accordingly.

19.    All the component required for replacement will be of manufacturer’s make (Branded) or of equivalent quality. Contractor will not be allowed to use any sub-standard parts and components. The same are to be shown to the concerned officer of FSSAI before replacement.
20. **Any other incidental work requested by client.**

20.1. Documents to be maintained at site:-

- Log book of daily event
- Complaints registers
- Work permit issue/released
- Consumables & spares consumption register/reports
- Reports of modification done
- Attendance sheet.
- Monthly Progress Report

Formats for above report shall be finalized in consultation with supervising personnel of FSSAI.

20.2. The scope of work to carry out operation of Electrical system at FSSAI which will include internal and external electrical sub system.

20.3. Required standards for air-conditioning and maintaining the adequate temperature in the building.

The basis of design for air-conditioning system of FSSAI is as follows:-

<table>
<thead>
<tr>
<th>Season</th>
<th>Temperature</th>
<th>Relative Humidity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer</td>
<td>21°C on GF Main Block</td>
<td>55% ± 5%</td>
</tr>
<tr>
<td></td>
<td>25°C in other areas</td>
<td></td>
</tr>
<tr>
<td>Monsoon</td>
<td>21°C ± 1°C in other areas</td>
<td>55% ± 5%</td>
</tr>
<tr>
<td>Winter</td>
<td>Not less than 20°C</td>
<td>55% ± 5%</td>
</tr>
</tbody>
</table>

21 **Commencement of the Contract:**

This contract to be awarded to the successful bidder for a period of 1 year initially, after signing an agreement between the two parties. But it can be terminated by giving 1 month notice without assigning any reason by the FSSAI.

22 **Termination of the contract:**

This contract may be terminated on any one of the following conditions:

By giving one month notice by the FSSAI due to:

i) The contractor not performing his duties properly.
ii) For committing breach of contract of any of other terms & conditions of the agreement on assigning the contract or any part thereof or benefit or interest therein or hereunder by the contractor to any third party for subletting whole or part of the contract to any third party.

23 Site Visit

Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine the site of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

24 Clarification of Tender Documents

The tender is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his/her offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer’s own risk. Tenderers which are not responsive to the requirements of the tender documents will be rejected.

The tenderer shall not make or cause to be make any alternation, erasure or obliteration to the text of tender documents.

Each agency shall submit only one tender. The tender who submits more than one tender for the same work will be disqualified.

While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

25 At point no.26 the pints marked in the separate shed should be added.

Director, FSSAI
## ANNEXURE-A

### ANNUAL TURN OVER

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)</th>
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<tbody>
<tr>
<td>2009-2010</td>
<td></td>
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<tr>
<td>2010-2011</td>
<td></td>
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<tr>
<td>2011-2012</td>
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<td>Average Annual Turnover</td>
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</table>

**Note:** - The above data is to be supported by Audited Balance Sheets.

*If not audited till the date of submission of tender, a certificate from the Charted Account sent may be submitted, along with un-audited accounts.*

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)
# DETAILS OF COMPLETED WORKS OF SIMILAR NATURE
(During last seven year ending March 31st, 2012);

<table>
<thead>
<tr>
<th>SI. NO</th>
<th>Name of the contract</th>
<th>Name of the client</th>
<th>Brief Description of the contract</th>
<th>Date of Start</th>
<th>Date of completion as per contract</th>
<th>Date of actual completion</th>
<th>Value (Rs.)</th>
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<td>1.</td>
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**Note:** Please attach supporting documents for the above furnished information.

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)
### ANNEXURE-C

**Details of Registration with State/Central/PSU Departments**

<table>
<thead>
<tr>
<th>Name of the Authority/Department with whom registered</th>
<th>Class in which registered</th>
<th>Amount for which eligible to work</th>
<th>Date of Registration</th>
<th>Validity period</th>
<th>Whether registration</th>
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</table>

**Note:** Please attach supporting documents for the above furnished information.

Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)
## PERSONNEL CAPABILITIES

<table>
<thead>
<tr>
<th>SI. NO.</th>
<th>Name of Address of the Employee</th>
<th>Technical Qualification</th>
<th>Post Held</th>
<th>Date of Employment</th>
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Seal & Signature of Tenderer  
(Name & Designation of the authorized signatory)
To,

The Director  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA  
FDA BHAWAN, KOTLA ROAD,  
NEW DELHI-110002.

Dear Sir,

In consideration of FSSAI (FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA) (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ………………………………………………………………………………… (here in after referred to as the said Contractor or Contractor’ when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. ……………….. In terms inter alias, of the FSSAI’s Letter No. ………………. dated. …………… and the General Conditions of Contract and upon the condition of the contractor’s furnishing security for the performance of the contractor’s obligations and discharge of the contractor’s liability under in connection with the said contract up to a sum of Rs………………. (Rupees…………………… Only) amounting to 10 % (Ten) percent of the total contract value.

1. We. ……………………………………………………………. (here in after called “The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer’s losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. ……………. (Rupees…………………………………….only).

2. We ……………………………………………………………. Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on accounts thereof and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor’s obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up
dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and
for all purposes be binding and operative until payment of all monies payable to The Employer
in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this
guarantee and the obligations of the bank in terms hereof shall not be anywise affected or
suspended by reason of any dispute or dispute having been raised by the Contractor stopping or
preventing or purporting to stop or prevent any payment by the bank to The Employer in terms
hereof.

6. The amount started in any notice of demand addressed by the Employer to the bank as
liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer
on accounts of any losses or damages of cost, costs, charges and / or expenses shall be
conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred
by The Employer as the case may be and shall be payable by the bank to The Employer in terms
hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable
for all claims of the Employer and liabilities of the contractor arising up to and until midnight
of………………………………………………………………

8. This guarantee shall be addition to any other guarantee or security whatsoever that The
Employer may now or at any tome anywise may have in relation to
the contractor’s obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full
authority to have recourse to or enforce this security in preference to any other guarantee or
security which The Employer may have or obtain and no forbearance on the part of The
Employer in enforcing or requiring enforcement of any other security shall have the effect or
releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before
proceeding against the Bank and the Guarantee herein contained shall be enforceable against the
bank notwithstanding that any security which the Employer may have obtained or obtain from
the contractor shall at the time when proceedings are taken against the said bank hereunder be
outstanding or unrealized.

10. We the said Bank undertakes not to revoke this guarantee during its currency except with
the consent of the Employer in writing and agree that any change in the constitution of the said
contractor or the said Bank shall not discharge our liability hereunder.

11. We. …………………………………….the said Bank further that we shall pay forthwith
the amount stated in the notice of demand notwithstanding any dispute/ difference pending
between the parties before the arbitrator and/ or that any dispute is being
referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. …………….. (Rupees……………………………………………) and this guarantee shall remain in force till ……………………………………………… and unless a claim is made on us within 3 months from that date, that is before …………………………………… all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities there under.

Dated …………day of ………..2012.

For and on behalf of Bank.

Issued Under Seal
**Price-Bid**

[This part should be photo copied and then fill-up the prices quoted on the photocopy only and shall be duly signed and stamped by the authorized signatory and enclosed in Price-Bid (Envelope No.2). This ANNEXURE in original without price duly signed and stamped shall be enclosed in Technical-Bid (Envelope No.1) as token of acceptance of this Performa].

PRICE OFFER FOR “OPERATION OF DG SET, HVAC, AHU CHILLER AND ELECTRICAL TOWER AND ELECTRICAL SYSTEM AT FDA Bhawan, New Delhi ”, INCLUSIVE OF ALL TAXES & DUTIES ETC, AS PER AFORESAID TENDER DOCUMENT INCLUDING AND ANNEXURE-A, B, C, D, E & F.

<table>
<thead>
<tr>
<th>S.I.NO</th>
<th>Description of Work</th>
<th>Amount (in Rupees)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>“Operation of DG Set, 155 TR, HVAC, AHU Electrical TOWER, installed at FDA Bhawan, New Delhi”</td>
<td>Charges for Rs.__________</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance and repair of 40 numbers of Split AC units</td>
<td>Rs.__________</td>
</tr>
<tr>
<td>3</td>
<td>Charges including all taxes and levies except Service Tax, for manpower per month.</td>
<td>Rs.__________</td>
</tr>
<tr>
<td>4</td>
<td>Service Tax @-------%</td>
<td>Rs.__________</td>
</tr>
<tr>
<td>5</td>
<td>TOTAL</td>
<td>Rs.__________</td>
</tr>
</tbody>
</table>
LETTER OF APPLICATION

[NOTE: This Letter of Application is to be given on the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To,

The Director
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
3RD FLOOR AND FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

Sir,

Being duly authorized to represent and act on behalf of.......................................................... (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work: “Attached to OPERATION OF HVAC SYSTEM, CHILLER TOWER, AHU, DIESEL GENERATOR SET, AND ELECTRICAL INSTALLATION AT FDA BHAWAN, NEW DELHI

1. this letter are copies or original documents defining:
   a) the Applicant's legal status:
   b) the principle place of business; and
   c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms)

2. Your office or your authorized representatives are hereby authorized to conduct any query or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. Your office and its authorized representatives, may contact the following persons for further information

<table>
<thead>
<tr>
<th>General, Personnel, Technical and Financial Enquiries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact 1                      Telephone 1</td>
</tr>
<tr>
<td>Contact 2                      Telephone 2</td>
</tr>
</tbody>
</table>

5. This application is made in the full understanding that

   a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding.

   b) Your office reserves the right to: Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and

   c) Your office shall not be liable for any such action and shall be under no Obligation to inform the Applicant.

6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.

7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

<table>
<thead>
<tr>
<th>Signed</th>
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<tbody>
<tr>
<td>Name</td>
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<td>For and on behalf of</td>
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</table>
GENERAL INFORMATION:

All individual firms applying for tender are requested to complete the information in this form. Information should be provided for all owners or applicants who are partners or individually-owned firms.

1. Name of firm:

2. Director Office Address:

3. Registered office address:

4. Telephone: | Contact:

5. Fax: | E-mail:

6. Place of incorporation/Registration No. | Year of incorporation/registration

STRUCTURE AND ORGANIZATION

1. The applicant is
   (a) an individual
   (b) a proprietary firm
   (c) a firm in partnership ________________________
   (d) a Limited Company or Corporation.

2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers.

3. Have you ever left the work awarded to you incomplete:
   (If so, give name of project ________________________ and reasons for not completing the work.)

   Seal & Signature of Tenderer
   (Name & Designation of the authorized signatory)
<table>
<thead>
<tr>
<th>SI.NO</th>
<th>Name of the Equipment</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electrical Substation</td>
<td>KV substation (HT Panel, 11/0.44KV OLTC transformer, LT Panel, Capacitor panel DG Sync Panel with PLC, Electrical Panel Charger, LT Cabling, Cable trays etc. Over head bus ducting, Chemical Earthing, Electrical Supply path in the building, CT/PT and Lighting Arrester)</td>
</tr>
<tr>
<td>2</td>
<td>D G Set</td>
<td>500 KVA with Batteries and related electrical panels.</td>
</tr>
<tr>
<td>3</td>
<td>HVAC</td>
<td>3X155 TR Chillers with related pumps &amp; motors and Associated Electrical Panels, AHUs</td>
</tr>
<tr>
<td>4</td>
<td>SPLIT AC TOWER</td>
<td>For maintaining the Split AC Located in the building</td>
</tr>
<tr>
<td>5</td>
<td>Other Equipment</td>
<td>Cooling Tower with accessories Pumps fans etc. Mono block water pump, Chilled water insulated tank capacity 10.000X2 ltr. AHU of different capacity, Chilled water pipe of sizes including values, Insulated GI duct, Electrical Panel &amp; LT cables, Modulating values, Control &amp; sensors, Misc - work piping, detection and control equipments etc., Internal and external lighting system</td>
</tr>
</tbody>
</table>